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**Liberty Retirement Community of Lima, Inc., Liberty Healthcare Corp., Liberty Retirement Properties of Lima, Ltd., Liberty Villas of Lima, Inc. and Liberty Nursing Properties of Woodland Manor, Ltd., a single employer and Plus Management Services, Inc. d/b/a/ Baton Rouge Medical & Rehab Center of Lima, Joint Employers and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL–CIO.** Cases 08–CA–198572 and 08–CA–201287

August 1, 2019

**DECISION AND ORDER**

BY CHAIRMAN RING AND MEMBERS MCFERRAN  
AND KAPLAN

Upon charges filed on various dates by Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL–CIO (the Union) against Liberty Retirement Community of Lima, Inc., Liberty Health Care Corporation, Liberty Retirement Properties of Lima, Ltd., Liberty Villas of Lima, Inc., and Liberty Nursing Properties of Woodland Manor, Ltd. (collectively Respondent Liberty), a single employer, and against Plus Management Services, Inc. d/b/a Baton Rouge Medical & Rehab Center of Lima (Respondent Plus Management) (collectively, Respondents),<sup>1</sup> the General Counsel issued an order consolidating cases, consolidated complaint and notice of hearing (complaint) on May 31, 2018, against the Respondents. The complaint alleges that the Respondents operated as a joint employer from about January 11 until about April 21, 2017, on which date Respondent Liberty purchased Respondent Plus Management’s facility and continued on as a successor employer. The complaint further alleges that Respondent Liberty engaged in unfair

labor practices in violation of Section 8(a)(5), (4), (3), and (1) of the National Labor Relations Act.<sup>2</sup>

Both Respondents filed answers to the complaint, and Respondent Liberty filed an amended answer and a second amended answer. In its second amended answer, Respondent Liberty admitted the allegations in the complaint that relate to Respondent Liberty, and to certain allegations involving Respondent Plus Management. With respect to the remaining paragraphs that relate to Respondent Plus Management, Respondent Liberty stated that it is without sufficient knowledge to admit or deny those allegations. On January 8, 2019, the Regional Director for Region 8 issued an order severing those allegations from the complaint, as they pertain to Respondent Plus Management.

In its second amended answer, Respondent Liberty also withdrew its previously asserted affirmative defenses to the alleged violations but maintained two affirmative defenses limited to mitigation and damages. Those affirmative defenses do not implicate any material facts alleged in the complaint and can be addressed in a compliance proceeding, if necessary. Additionally, the General Counsel, Respondent Liberty, and the Union stipulated that the Union is a labor organization within the meaning of Section 2(5) of the Act.

On March 6, 2019, the General Counsel and Respondent Liberty filed with the Board a Joint Motion to Transfer Case to the National Labor Relations Board for Summary Judgment against Respondent Liberty. Thereafter, on May 30, 2019, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. No party filed a response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

**Ruling on Motion for Summary Judgment**

In its second amended answer, Respondent Liberty admitted the substantive allegations of the complaint that

<sup>1</sup> The complaint alleges that in Case 08–CA–198572, the Union filed a charge against Respondent Liberty Retirement Community of Lima, Inc., Respondent Liberty Health Care Corp., and Respondent Plus Management on May 11, 2017; a first amended charge against Respondent Liberty Nursing Properties of Woodland Manor, Ltd., Respondent Liberty Retirement Community of Lima, Inc., and Respondent Plus Management on July 28, 2017; and a second amended charge against Respondent Liberty Retirement Community of Lima, Inc., Respondent Liberty Health Care Corp., Respondent Liberty Retirement Properties of Lima, Ltd., Respondent Liberty Villas of Lima, Inc., Respondent Liberty Nursing Properties of Woodland Manor, Ltd., and Respondent Plus Management on April 30, 2018. The complaint also alleges that in Case 08–CA–201287, the Union filed a charge against Respondent Liberty Retirement Community of Lima, Inc., Respondent Liberty Health Care Corp., and Respondent Plus Management on June 26, 2017; a first

amended charge against Respondent Liberty Nursing Properties of Woodland Manor, Ltd., Respondent Liberty Retirement Community of Lima, Inc., and Respondent Plus Management on July 28, 2017; and a second amended charge against Liberty Retirement Community of Lima, Inc., Respondent Liberty Health Care Corp., Respondent Liberty Retirement Properties of Lima, Ltd., Respondent Liberty Villas of Lima, Inc., Respondent Liberty Nursing Properties of Woodland Manor, Ltd., and Respondent Plus Management on April 30, 2018. In its second amended answer to the complaint, Respondent Liberty admitted to service of the charges. We make no findings regarding service of the charges on Respondent Plus Management, as those complaint allegations have been severed.

<sup>2</sup> Only one of the alleged unfair labor practices—Respondent Liberty’s oral announcement of a new attendance policy—occurred during the time the Respondents were purportedly joint employers.

relate to Respondent Liberty. Although Respondent Liberty denied sufficient knowledge to admit or deny certain allegations relating to Respondent Plus Management, those allegations have been severed. Therefore, the allegations against Respondent Liberty in the complaint are undisputed.<sup>3</sup> Accordingly, we grant the Joint Motion for Summary Judgment Against Respondent Liberty.

On the entire record, the Board makes the following

#### FINDINGS OF FACT

##### I. JURISDICTION

1. At all material times, Respondent Liberty Retirement Community of Lima, Inc., has been a corporation with an office and place of business in Lima, Ohio (Lima facility) and has been engaged in the operation of a skilled nursing home and residential care facility providing inpatient medical care.

2. At all material times, Respondent Liberty Health Care Corp. has been a corporation with an office and place of business in Bellbrook, Ohio (Bellbrook facility) and has been engaged in the operation and management of skilled nursing home and residential care facilities at various locations within the State of Ohio, including Cincinnati, Mansfield and the Lima facility described above.

3. At all material times, Respondent Liberty Retirement Properties of Lima, Ltd., formerly known as Liberty Nursing Properties of Woodland Manor, Ltd., has been a limited partnership with an office and place of business in Bellbrook, Ohio, (Bellbrook facility) and has been engaged in the acquisition of real property, including the real property located at 2440 Baton Rouge Ave., Lima, Ohio.

4. At all material times, Respondent Liberty Villas of Lima, Inc., formerly known as The Villa at Baton Rouge, has been a corporation with an office and place of business in Lima, Ohio (Lima facility) and has been engaged in the operation of an assisted living facility offering assistance to residents with day-to-day living.

5. At all material times, Respondent Liberty Retirement Community of Lima, Inc., and Respondents Liberty Health Care Corp., Liberty Retirement Properties of Lima Ltd., Liberty Villas of Lima, Inc., and Liberty Nursing Properties of Woodland Manor, Ltd., have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations with common purchasing, sales and provision of services; and

have held themselves out to the public as a single-integrated business enterprise.

6. Based on its operations described above in paragraph 5, we find that Respondents Liberty Retirement Community of Lima, Inc., Liberty HealthCare Corp., Liberty Retirement Properties of Lima Ltd., Liberty Villas of Lima, Inc., and Liberty Nursing Properties of Woodland Manor, Ltd. constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

7. Since about January 11, 2017, Respondent Plus Management and Respondent Liberty Health Care Corp. have been parties to a sales and interim operating contract providing that Respondent Liberty Health Care Corp. is the agent for Respondent Plus Management in connection with the operation of the Lima facility. Since that same date, Respondent Liberty Health Care Corp. has operated the Lima facility as Liberty Retirement Community of Lima, Inc.

8. Since about January 11, and after April 21, 2017, Respondent Liberty has continued to operate the business of Respondent Plus Management described above in basically unchanged form and has employed as a majority of its employees, individuals who were previously employees of Respondent Plus Management. About April 21, 2017, Respondent Liberty purchased the business conducted at the Lima facility and its real property from Respondent Plus Management, and since then has continued to operate the business of Respondent Plus Management.

9. Based on its operations described above in paragraph 8, and since about January 11, 2017, we find that Respondent Liberty has continued to be the employing entity and is a successor to Respondent Plus Management.

10. During the 12-month period ending July 11, 2017, Respondent Liberty, in conducting its business operations described above, derived gross revenues in excess of \$1 million from all sales or performance of services at its Lima, Bellbrook, and other facilities located in the State of Ohio.

11. During that same period of time, Respondent Liberty purchased and received at its Lima, Ohio facility products, goods, and materials valued in excess of \$5000 directly from points located outside the State of Ohio.

12. We find that Respondent Liberty is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and is a health care institution within the meaning of Section 2(14) of the Act.

13. We further find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

<sup>3</sup> In its answer to the complaint, Respondent Plus Management denies that it was a joint employer with Respondent Liberty from January 11 to April 21, 2017. We find it unnecessary to pass on the complaint's joint

employer allegation, as summary judgment against Respondent Liberty, as successor to Respondent Plus Management, remedies all alleged violations of the Act.

## II. ALLEGED UNFAIR LABOR PRACTICES

14. At all material times, Linda Black-Kurek held the positions in the entities set forth below and has been a supervisor of each entity within the meaning of Section 2(11) of the Act and an agent of each entity within the meaning of Section 2(13) of the Act:

Liberty Retirement Community of Lima, Inc.	President
Liberty Health Care Corp.	President
Liberty Retirement Properties of Lima Ltd.	Managing Member
Liberty Villas of Lima, Inc.	President

15. At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Liberty Retirement Community of Lima, Inc. within the meaning of Section 2(11) of the Act and/or agents of Respondent Liberty Retirement Community of Lima, Inc. within the meaning of Section 2(13) of the Act:

Sandra McClellan	Registered Nurse Consultant
Lance Nickles	Administrator
Jeremy Kindle	Former Director of Nursing
Ashli Gatchell	Clinical Manager/Assistant Director of Nursing
Ashley Wagner	Assistant Director of Nursing
Georgiana Saffle	Vice President of Operations
Heather Fogle	Human Resources Manager
Linda Miles	Office Manager
Margaret Gwen	Former Dietary Department Manager (until about April 24, 2017)
Melissa Schmidt	Former Administrator (until about May 2017)
Timothy Storer	Former Administrator (until about May 2017)
Amber Addair	Office Manager
Kurt Lucas	Maintenance Director

16. At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Liberty Health Care Corp. within the meaning of Section 2(11) of the Act and/or agents of Respondent Liberty Health Care Corp. within the meaning of Section 2(13) of the Act:

Chris Behm	Building Project Manager
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Tim Murphy	Maintenance
Chris Theile	Maintenance

17. About April 24, 2017, Respondent Liberty terminated the following employees:

- (1) Megon Amstutz (Twining);
- (2) Karen Arnett;
- (3) Sharon Bruce;
- (4) April Burden;
- (5) Felicia Forrest (King);
- (6) U'Hura George;
- (7) LaShawnda Gibson;
- (8) Tia Macklin;
- (9) Michael Miller;
- (10) Janice Newland;
- (11) Aneta Shorter;
- (12) Kelly Stevens;
- (13) Diann Williams.

18. Respondent Liberty engaged in the conduct described above in paragraphs 17(1)-(13) because the named employees were members of the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

19. Respondent Liberty engaged in the conduct described in paragraph 17(1) because Amstutz (Twining) gave testimony to the Board in the form of an affidavit in connection with the investigation of Case 08-CA-180445.

20. Respondent Liberty engaged in the conduct described in paragraph 17(2) because Arnett filed a charge with the Board in Case 08-CA-180445.

21. About April 21, 2017, Respondent Liberty purchased the business of Respondent Plus Management. But for the conduct described above in paragraph 17, Respondent Liberty would have employed, as a majority of its employees, individuals who were previously employees of Respondent Plus Management. Based on the conduct described above in paragraph 17 and below in paragraph 23, and the operations described above in paragraphs 8-9, Respondent Liberty has continued to be the employing entity and is a successor to Respondent Plus Management.

22. About May 10, 2017, Respondent Liberty's employee Laquanna Watkins concertedly complained to Respondent Liberty regarding the wages, hours, and working conditions of Respondent Liberty's employees by informing Heather Fogle and Jeremy Kindle that she filed a

complaint with the Lima Health Department and Respondent Liberty's compliance line.

23. About May 11, 2017, Respondent Liberty terminated employee Laquanna Watkins.

24. Respondent Liberty engaged in the conduct described above in paragraph 23 because Watkins engaged in the conduct described above in paragraph 22, and to discourage employees from engaging in these or other concerted activities.

25. The following employees of the Respondents (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time, and occasional part-time associates of [Liberty] at its care facility located in Lima, Ohio, in the following classifications: Cook, Maintenance Worker, Dietary Crew Leader, Food Service Worker, and State Tested Nursing Assistant (STNA).

26. From about 2007 until about April 21, 2017, the Union has been the exclusive collective-bargaining representative of the unit employed by Respondent Plus Management and during that time this recognition was embodied in the successive collective-bargaining agreements the most recent of which is effective from January 1, 2016 through December 31, 2018.

27. Since about January 11, 2017, based on the facts described above in paragraphs 8–9, the Union has been the designated exclusive collective-bargaining representative of the unit.

28. About January 11, 2017, Respondent Liberty, by Linda Black-Kurek, orally announced a new attendance policy. About April 25, 2017, Respondent Liberty, by Black-Kurek, distributed and implemented the attendance policy and a new employee handbook containing workplace policies, rules, wages, benefits and other terms and conditions of employment.

29. The subjects set forth above in paragraph 28 relate to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining.

30. Respondent Liberty engaged in the conduct described above in paragraph 28 without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent Liberty with respect to this conduct.

31. By letters dated April 25, May 2, 8, 16, 25, June 8, June 26, July 5, and 11, 2017, the Union requested that Respondent Liberty recognize it as the exclusive collective-bargaining representative of the unit and to bargain

collectively with the Union as the exclusive collective-bargaining representative of the unit.

32. Since about April 25, 2017, Respondent Liberty has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit.

33. On or about April 25, 2017, Respondent Liberty withdrew its recognition of the Union as the exclusive collective-bargaining representative of the unit.

34. Since about June 8, 2017, the Union has requested in writing that Respondent Liberty furnish the Union with the following information:

(1) A copy of the sales agreement between Liberty and Jerome O'Neal;

(2) Personnel policies that have come into effect since February 1, 2017;

(3) A list of all employees, including job classification, date of hire and salary information; and

(4) A list of all employees terminated on or after the signing of the sales agreement, and the reason for termination.

35. The information requested by the Union, as described in paragraph 34, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

36. Since about June 8, 2017, Respondent Liberty has failed and refused to furnish the Union with the information requested by it as described above in paragraph 34.

#### CONCLUSIONS OF LAW

1. By the conduct described above in paragraphs 23–24, Respondent Liberty has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

2. By the conduct described above in paragraphs 17–18, Respondent Liberty has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

3. By the conduct described above in paragraphs 17(1), (2), 19, and 20, Respondent Liberty has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(4) and (1) of the Act.

4. By the conduct described above in paragraphs 28–36, Respondent Liberty has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees

within the meaning of Section 8(d) of the Act in violation of Section 8(a)(5) and (1) of the Act.

5. The unfair labor practices of Respondent Liberty described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### REMEDY

Having found that Respondent Liberty has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that Respondent Liberty violated Section 8(a)(4), (3), and/or (1) by discharging Megon Amstutz (Twining), Karen Arnett, Sharon Bruce, April Burden, Felicia Forrest (King), U'Hura George, LaShawnda Gibson, Tia Macklin, Michael Miller, Janice Newland, Aneta Shorter, Kelly Stevens, Diann Williams, and Laquanna Watkins, we shall order Respondent Liberty to make the above-named discriminatees whole for any loss of earnings and other benefits suffered as a result of the unlawful discrimination against them.<sup>4</sup> Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with our decision in *King Soopers, Inc.*, 364 NLRB No. 93 (2016), enfd. in relevant part 859 F.3d 23 (D.C. Cir. 2017), we shall also order Respondent Liberty to compensate the employees for their search-for-work and interim employment expenses regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. In addition, we shall order the Respondent to compensate the named employees for any adverse tax consequences of receiving a lump-sum backpay award and to file a report with the Regional Director for Region 8 allocating the backpay award to the appropriate calendar years. *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016).

Respondent Liberty shall also be required to remove from its files any reference to the unlawful discharges and to notify the discriminatees in writing that this has been done and that the unlawful discharges will not be used against them in any way.

Further, having found that Respondent Liberty has violated Section 8(a)(5) and (1) by withdrawing recognition

and by failing and refusing to recognize and bargain with the Union since about April 25, 2017, we shall order Respondent Liberty to recognize and, on request, bargain with the Union as the exclusive collective-bargaining representative of the unit employees with respect to wages, hours, benefits, and other terms and conditions of employment and, if an understanding is reached, to embody the understanding in a signed agreement.

In addition, having found that Respondent Liberty violated Section 8(a)(5) and (1) of the Act by unilaterally changing terms and conditions of employment of its unit employees, including by implementing a new attendance policy and employee handbook, without prior notice to the Union and without affording the Union an opportunity to bargain, we shall order Respondent Liberty to rescind the changes and retroactively restore the status quo, until Respondent Liberty negotiates in good faith with the Union to agreement or to impasse.

Finally, having found that Respondent Liberty violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with relevant and necessary information, we shall order Respondent Liberty to furnish the Union with the information it requested on June 8, 2017.<sup>5</sup>

#### ORDER

The National Labor Relations Board orders that Respondent Liberty Retirement Community of Lima, Inc., Liberty Health Care Corp., Liberty Retirement Properties of Lima, Ltd., Liberty Villas of Lima, Inc., and Liberty Nursing Properties of Woodland Manor, Ltd., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discharging or otherwise discriminating against its employees because they engage in protected concerted activities.

(b) Discharging or otherwise discriminating against its employees because they engage in union activity on behalf of, or otherwise supporting Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (the Union), or any other labor organization.

(c) Discharging or otherwise discriminating against its employees because they file charges or give testimony under the National Labor Relations Act.

(d) Withdrawing recognition from the Union and failing and refusing to recognize and bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of its employees.

<sup>4</sup> According to the joint motion for summary judgment, all of the above-named discriminatees have signed waivers of their right to reinstatement to their former positions.

<sup>5</sup> In the complaint the General Counsel requests a notice-reading remedy. The parties do not address this request in their joint motion. In any

event, we find that the Board's standard remedies are sufficient to effectuate the policies of the Act, and accordingly we decline to order a notice-reading remedy.

(e) Changing the terms and conditions of employment of unit employees without first notifying the Union and giving it an opportunity to bargain.

(f) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the exclusive collective-bargaining representative of its unit employees.

(g) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Make Megon Amstutz (Twining), Karen Arnett, Sharon Bruce, April Burden, Felicia Forrest (King), U'Hura George, LaShawnda Gibson, Tia Macklin, Michael Miller, Janice Newland, Aneta Shorter, Kelly Stevens, Diann Williams, and Laquanna Watkins whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of this decision, plus reasonable search-for-work and interim employment expenses.

(b) Compensate Megon Amstutz (Twining), Karen Arnett, Sharon Bruce, April Burden, Felicia Forrest (King), U'Hura George, LaShawnda Gibson, Tia Macklin, Michael Miller, Janice Newland, Aneta Shorter, Kelly Stevens, Diann Williams, and Laquanna Watkins for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 8, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

(c) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharge of Megon Amstutz (Twining), Karen Arnett, Sharon Bruce, April Burden, Felicia Forrest (King), U'Hura George, LaShawnda Gibson, Tia Macklin, Michael Miller, Janice Newland, Aneta Shorter, Kelly Stevens, Diann Williams, and Laquanna Watkins, and within 3 days thereafter, notify them in writing that this has been done and that the discharge will not be used against them in any way.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form,

necessary to analyze the amount of backpay due under the terms of this Order.

(e) On request, bargain with the Union as the exclusive representative of the employees in the following appropriate bargaining unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time, and occasional part-time associates of [Liberty] at its care facility located in Lima, Ohio, in the following classifications: Cook, Maintenance Worker, Dietary Crew Leader, Food Service Worker, and State Tested Nursing Assistant (STNA).

(f) Before implementing any changes in the bargaining unit employees' wages, hours, or other terms and conditions of employment, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the bargaining unit described above.

(g) Rescind the changes in the terms and conditions of employment for its unit employees that were implemented on April 25, 2017.

(h) Furnish to the Union in a timely manner the information requested on June 8, 2017.

(i) Within 14 days after service by the Region, post at its facility in Lima, Ohio, copies of the attached notice marked "Appendix."<sup>6</sup> Copies of the notice, on forms provided by the Regional Director for Region 8, after being signed by Respondent Liberty's authorized representative, shall be posted by Respondent Liberty and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent Liberty customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent Liberty to ensure that the notices are not altered, defaced, or covered by any other material. If Respondent Liberty has gone out of business or closed the facility involved in these proceedings, Respondent Liberty shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent Liberty at any time since January 11, 2017.

(j) Within 21 days after service by the Region, file with the Regional Director for Region 8 a sworn certification

<sup>6</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the

United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

of a responsible official on a form provided by the Region attesting to the steps that Respondent Liberty has taken to comply.

Dated, Washington, D.C. August 1, 2019

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John F. Ring, Chairman

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Lauren McFerran, Member

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Marvin E. Kaplan, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

#### APPENDIX

##### NOTICE TO EMPLOYEES

##### POSTED BY ORDER OF THE

##### NATIONAL LABOR RELATIONS BOARD

##### An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

#### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT discharge or otherwise discriminate against you for engaging in protected concerted activities.

WE WILL NOT discharge or otherwise discriminate against you for engaging in union activity on behalf of, or otherwise supporting Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (the Union), or any other labor organization.

WE WILL NOT discharge or otherwise discriminate against you for filing charges or giving testimony under the National Labor Relations Act.

WE WILL NOT withdraw recognition from the Union and WE WILL NOT fail and refuse to recognize and bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our employees.

WE WILL NOT change the terms and conditions of employment of unit employees without first notifying the Union and giving it an opportunity to bargain.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the exclusive collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL make Megon Amstutz (Twining), Karen Arnett, Sharon Bruce, April Burden, Felicia Forrest (King), U'Hura George, LaShawnda Gibson, Tia Macklin, Michael Miller, Janice Newland, Aneta Shorter, Kelly Stevens, Diann Williams, and Laquanna Watkins whole for any loss of earnings and other benefits resulting from their discharge, less any net interim earnings, plus interest, and WE WILL also make them whole for reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Megon Amstutz (Twining), Karen Arnett, Sharon Bruce, April Burden, Felicia Forrest (King), U'Hura George, LaShawnda Gibson, Tia Macklin, Michael Miller, Janice Newland, Aneta Shorter, Kelly Stevens, Diann Williams, and Laquanna Watkins for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 8, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

WE WILL, within 14 days of the date of the Board's Order, remove from our files any reference to the unlawful discharge of Megon Amstutz (Twining), Karen Arnett, Sharon Bruce, April Burden, Felicia Forrest (King), U'Hura George, LaShawnda Gibson, Tia Macklin, Michael Miller, Janice Newland, Aneta Shorter, Kelly Stevens, Diann Williams, and Laquanna Watkins, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the unlawful discharge will not be used against them in any way.

WE WILL on request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

All full-time and regular part-time, and occasional part-time associates of [the Employer] at its care facility located in Lima, Ohio, in the following classifications: Cook, Maintenance Worker, Dietary Crew Leader, Food

Service Worker, and State Tested Nursing Assistant (STNA).

WE WILL, before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the bargaining unit described above.

WE WILL rescind the changes in the terms and conditions of employment for our unit employees that were unilaterally implemented on April 25, 2017.

WE WILL furnish to the Union in a timely manner the information requested on June 8, 2017.

LIBERTY RETIREMENT COMMUNITY OF LIMA, INC., LIBERTY HEALTH CARE CORP., LIBERTY RETIREMENT PROPERTIES OF LIMA, LTD., LIBERTY VILLAS OF LIMA, INC. AND LIBERTY

NURSING PROPERTIES OF WOODLAND MANOR, LTD.

The Board's decision can be found at [www.nlrb.gov/case/08-CA-198572](http://www.nlrb.gov/case/08-CA-198572) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

